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U.S. DISTRICT COURT E.D.N.Y.
★ APR 13 2010 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

----- X
ERNST SOLON,

Plaintiff,

-against-

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

09 CV 4388 (BMC)

CITY OF NEW YORK, CHRISTOPHER CARRERO,
SCOTT GIACONNA, JOHN VANORDEN, JAMES
MAHONEY, BRIAN BROWN and JOHN and JANE DOE
1 through 10, individually and in their official capacities,
(the names John and Jane Doe being fictitious, as the true
names are presently unknown),

Defendants.
----- X

WHEREAS, plaintiff commenced this action by filing a complaint on or about
October 13, 2009, alleging violations of his federal and state rights; and

WHEREAS, filed an amended complaint on or about January 15, 2010; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the remaining issues raised in this
litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms
set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff, Ernst Solon, One Hundred Twenty Five Thousand Dollars (\$125,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release defendants City of New York, Christopher Carrero, Scott Giaconna, John Vanorden, James Mahoney, Brian Brown and any present or former officials, employees, representatives and/or agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to the defendant's attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph "2" above and Plaintiff's Affidavit of Status of Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 7, 2010

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By: 
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City of New York
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By: 
GABRIEL HARVIS
Assistant Corporation Counsel

SO ORDERED: 4/8/10

/s/(BMC)
U.S.D.J. 